

1 DAVID H. SCHWARTZ (SBN 62693)
2 ANGELINE O'DONNELL (SBN 258748)
3 LAW OFFICES OF DAVID H. SCHWARTZ
4 1 Market Street, Steuart Tower, Suite 1600
San Francisco, CA 94105-1407
Telephone Tel: (415) 975-2838
Fax: (415) 975-2841

5 Attorneys for Defendant
6 DEAN D. WESTON

E-filing

FILED
APR 18 2012
RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MD
NP

HRL

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10 SAN JOSE DIVISION

11 C V 12 1939

12) Case No.

13) BERNARD PICOT and
14) PAUL DAVID MANOS,

15) Plaintiff,

16) vs.

17) DEAN D. WESTON and
18) DOES 1 through 15, inclusive,

19) Defendants.

20) NOTICE OF REMOVAL

21 TO THE CLERK OF THE ABOVE ENTITLED COURT:

22 PLEASE TAKE NOTICE that defendant DEAN D. WESTON hereby removes to this Court
23 the state court action described below.

24 1. On March 23, 2012, an action was commenced in the Superior Court of the State of
California in and for the County of Santa Clara entitled *BERNARD PICOT and PAUL DAVID*
MANOS v. DEAN D. WESTON, and DOES 1 through 15 inclusive, as case number 112-CV-221295.
The Complaint is attached hereto as Exhibit A.

25 2. Defendant DEAN D. WESTON was personally served with a copy of the original
complaint on March 23, 2012.

1 **JURISDICTION**

2 3. This action is a civil action of which this Court has original subject matter jurisdiction
3 under 28 U.S.C. §1332 because the parties are of diverse citizenship and the matter in controversy
4 exceeds, exclusive of interest and costs, the sum specified by 28 USC § 1332, or \$75,000. The
5 amount in controversy alleged in the state court complaint is \$200,000. (Complaint ¶ 10.2) Plaintiff
6 BERNARD PICOT is a citizen of California, (Complaint ¶ 1.1) Plaintiff PAUL DAVID MANOS is a
7 citizen of Nevada, (Complaint ¶ 1.2) and Defendant DEAN WESTON, the only named defendant,
8 has been a citizen of Michigan both at the time the state court action was filed and at the time of this
9 removal. (Complaint ¶ 2.1)

10 **INTRADISTRICT ASSIGNMENT**

11 4. The state court complaint being removed was filed in the Superior Court for the County of
12 Santa Clara. Pursuant to Local Rule 3-2 (e) should be assigned to the San Jose Courthouse.

14 DATED: 4/18/12, 2012

LAW OFFICES OF DAVID H. SCHWARTZ

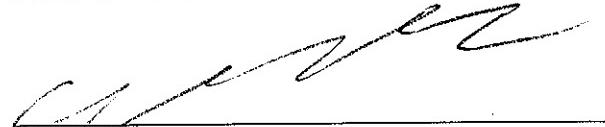
16 
17 _____
18 David H. Schwartz
19 Attorneys for Defendants DEAN D. WESTON

EXHIBIT A

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

DEAN D. WESTON, and
DOES 1 through 15, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

BERNARD PICOT and
PAUL DAVID MANOS

SUM-100
FOR COURT USE ONLY
SOLO PARA USO DE LA CORTE
APPROVED
FILED

MAR 23 2012

SACRIN V. 17a Superior Court
Case #12-01939-EJD-Cotoma
By _____
Date 03/23/2012

C.A. Pinacate

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courts.ca.gov/seahelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courts.ca.gov/seahelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The courts lien must be paid before the court will dismiss the case.

AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DIAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de extensión de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

SANTA CLARA COUNTY SUPERIOR COURT [UNLIMITED]

191 NORTH FIRST ST, SAN JOSE, CA 95113

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
THOMAS M. BOEHM, 2 NORTH SANTA CRUZ AV, STE 211, LOS GATOS, CA 95030 408.998.8899

CASE NUMBER:
(Número del caso): **12 CV 22129**

DATE: **3/20/12**
(Fecha)

DAVIDE DE ENTREGA DE CITACION

Clerk, by _____ C.A. Pinacate Deputy
(Secretary) _____ (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

(SEAL)

1. as an individual defendant.
 2. as the person sued under the fictitious name of (specify):
 3. on behalf of (specify):
 under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservator)
 CCP 416.40 (association or partnership) CCP 416.80 (authorized person)
 other (specify):
 4. by personal delivery on (date):

CCP 416.60 (minor)
 CCP 416.70 (conservator)
 CCP 416.80 (authorized person)

SUMMONS

ENDORSED
FILED

MAR 23 2012

San Jose Unified Superior Court
Clerk's Office California

1 THOMAS M. BOEHM [ISBN 63888]
LAW OFFICE OF THOMAS M. BOEHM
2 2 North Santa Cruz Avenue, Suite 211
Los Gatos, CA 95030-5900

3
4 TELEPHONE: 408.998.8899
FACSIMILE: 408.998.4848

5 ATTORNEY FOR PLAINTIFFS

6 COMPLAINT.wpd

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8

9 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA

10 UNLIMITED CIVIL JURISDICTION

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13 BERNARD PICOT and
14 PAUL DAVID MANOS.

15 PLAINTIFFS,

CASE NO. 112 CV 221295

16 v.

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18 DEAN D. WESTON, and
DOES 1 through 15, inclusive.

19 DEFENDANTS.

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COMPLAINT

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28 COMPLAINT..... Page 1 of 7 pages.

GENERAL ALLEGATIONS

2 1 PLAINTIFF:

1.1 BERNARD PICOT ["PICOT"] is a natural person and a resident of Santa
Clara County, California; and,

3 PLAINTIFFS are informed and believe, and thereupon allege that:

15 2.3 Venue is proper in this County, as PICOT resides here and suffered
16 damages here from the acts of DEFENDANT/S; and.

24 PLAINTIFFS' damages exceed the jurisdictional minimum of this Court.

19 3 **PLAINTIFFS:**

20 3.1 Are unaware of the identities of DEFENDANTS named herein as
21 DOES 1 through 15, inclusive, and therefore sue these
22 DEFENDANTS by such fictitious names;

3.3 Will amend this pleading to conform to proof at trial.

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FIRST CAUSE OF ACTION

for DECLARATORY RELIEF

4 PLAINTIFFS incorporate by reference all the preceding allegations.

5 In or about December 2011, PLAINTIFFS entered into a written contract [the "CONTRACT"] for the sale of certain assets to the buyer designated in the CONTRACT.

6 The CONTRACT contemplates payments to be made by the buyer to and/or, at the direction of PICOT and MANOS from its execution and, thereafter, into the future.

7 PLAINTIFFS are informed and believe, and thereupon allege that there is
an actual, present, and ongoing controversy between them, on the one
hand, and WESTON, on the other hand, in that:

7.1 WESTON contends PICOT and MANOS are jointly and severally obligated by agreement to pay him:

7.1.1 \$20,000 per month from and after March 2009 as a
"salary;" and,

7.1.2 ONE THIRD {1/3} of all money received by PICOT and
MANOS pursuant to the CONTRACT to date and into the
future; but,

7.2 PLAINTIFFS PICOT and MANOS deny WESTON'S contentions in all respects and contend to the contrary.

8 PLAINTIFFS PICOT and MANOS seek a declaration from this Court in

accordance with their denials and contentions.

WHEREFORE, PLAINTIFFS PICOT and MANOS pray for relief as later set forth.

SECOND CAUSE OF ACTION

For INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS

PLAINTIFFS incorporate by reference all the preceding allegations.

PLAINTIFFS are informed and believe, and thereupon allege that:

10.1 WESTON committed intentional and unjustified acts, which actually
interfered with and disrupted the CONTRACT, while he possessed
both knowledge of the existence of the CONTRACT and a
substantial certainty that interference with and disruption of the
CONTRACT would be a consequence of his acts;

10.2 As a direct and proximate result of the foregoing, PLAINTIFFS have
been damaged as follows:

10.2.1 In the amount of \$200,000, with interest thereon at
the legal rate from and after March 12, 2012 until the
same is received;

10.2.2 In the amount of future payments under the
CONTRACT that are found to have been interfered
with and/or disrupted by the acts of WESTON, with
interest thereon at the legal rate from and after each
such payment shall fall due until the same is received;

10.2.3 Attorney's fees, costs, and other expenses incurred

1 and to be incurred by PLAINTIFFS in addressing the
2 interference and disruption to the CONTRACT
3 caused by WESTON; and,

4 10.3 PLAINTIFFS are entitled to punitive damages against WESTON
5 pursuant to California Civil Code § 3294 in an amount sufficient to
6 punish and not less than \$75,000.

7
8 WHEREFORE, PLAINTIFFS pray for relief as later set forth.

9
10 PRAYER
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12 11 PLAINTIFFS pray for judgment against WESTON as follows:

13 11.1 On the 1st Cause of Action for a declaration in accordance with
14 PICOT's and MANOS's denials of WESTON'S contentions and own
15 contentions to the contrary, in all respects;

16 11.2 For damages on the 2nd Cause of Action as follows:

17 11.2.1 In the amount of \$200,000, with interest thereon at
18 the legal rate from and after March 12, 2012 until the
19 same is received;

20 11.2.2 In the amount of future payments under the
21 CONTRACT that are found to have been interfered
22 with and/or disrupted by the acts of WESTON, with
23 interest thereon at the legal rate from and after each
24 payment;

such payment shall fall due until the same is received;

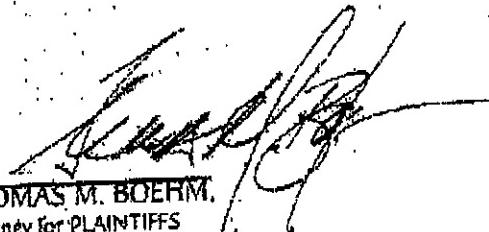
11.2.3 Attorney's fees, costs, and other expenses incurred
2 and to be incurred by PLAINTIFFS in addressing the
3 interference and disruption to the CONTRACT
4 caused by WESTON; and,

5 11.2.4 Punitive damages against WESTON pursuant to
6 California Civil Code § 3294 in an amount sufficient
7 to punish and not less than \$75,000.

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9 11.3 For costs of this action.

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11 11.4 For such other and/or further relief as is appropriate.

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18 DATED: March 23, 2012

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COMPLAINT..... Page 6 of 7 pages.

THOMAS M. BOERM,
Attorney for PLAINTIFFS

AFFIDAVIT OF SERVICE
Bernard Picot, et al. v. Dean D. Weston
United States District Court, Northern District of California No. _____

I declare that I am a citizen of the United States; I am over 18 years of age; my business address is One Market Street, Steuart Tower, Suite 1600, San Francisco, California 94105. I am employed in the City and County where this mailing occurred.

On April 18, 2012, I served **NOTICE OF REMOVAL** by sealing a true copy in an envelope for service in the manner(s) specified addressed to:

Thomas M. Boehm
Law Offices of Thomas M. Boehm
2 North Santa Cruz Avenue, Suite 211
Los Gatos, CA 95030

*Representing Plaintiffs Bernard Picot and
Paul David Manos
(408) 998-8899 Phone
(408) 998-484 Fax*

BY MAIL: I deposited such envelope(s) for collection and mailing at my business address. In the ordinary course of business, such envelope(s) will be deposited with the U.S. Postal Service on that same day.

BY HAND DELIVERY: I caused such envelope(s) to be hand delivered to the designated addressee(s).

BY FEDERAL EXPRESS: I caused such envelope(s) to be delivered via Federal Express to the address(es) designated.

BY FACSIMILE: I caused said documents to be transmitted to the telephone number(s) of the addressee(s) designated.

I declare under penalty under the laws of the United States of America that the foregoing information contained in the Affidavit of Service is true and correct. Executed in San Francisco, California on April 18, 2012.

Liana J. Ignes